

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 20	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE07-03-C-N214		3. Award/Effective Date 2003NOV12		4. Order Number		5. Solicitation Number	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name JANE ELLIOTT		B. Telephone Number (No Collect Calls) (586) 574-7098		8. Offer Due Date/Local Time	
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ELLIOTTJ@TACOM.ARMY.MIL		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked		12. Discount Terms	
				<input checked="" type="checkbox"/> See Schedule			
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				13b. Rating DOA4			
				14. Method Of Solicitation			
<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB		<input type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA DALLAS 1200 MAIN ST DALLAS, TX 75202-4399			
Code				Code S4402A			
Telephone No.							
17. Contractor/Offeror CARTER CHEVROLET AGENCY, INC. 215 WEST OKLAHOMA AVENUE OKARCHE, IN. 73762-0447		Code 61930		Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	
Code				Code HQ0339			
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)				23. Unit Price	
						24. Amount	
						FMS REQUIREMENT	
25. Accounting And Appropriation Data SEE ADDENDUM						26. Total Award Amount (For Govt. Use Only) \$109,589.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return 2 Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference DAAE0703QN337 Offer <input checked="" type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586) 574-7183		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)		37. Check Number	
41b. Signature And Title Of Certifying Officer				41c. Date		40. Paid By	
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

Name of Offeror or Contractor: CARTER CHEVROLET AGENCY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: SURBURBAN GM 2004 SECURITY CLASS: Unclassified				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SUBURBAN 2004 PRON: J537H478EH PRON AMD: 01 ACRN: AA AMS CD: VYQ001 CUSTOMER ORDER NO: J53VYQ01EHJO FMS CASE IDENTIFIER: JO-B-VYQ</p> <p>Four Wheeled Drive Surburban in accordance with the Specifications/ Statement of Work on page 6.</p> <p>**COLOR : BLACK VEHICLE WITH BLACK TINTED WINDOWS EXCEPT DRIVER AND FRONT PASSENGER</p> <p>PRICE INCLUDES: HARD COPY FORMAT, TWO (2) sets of parts and Service Manuals for the Surburbans will be provided for each vehicle for a total of six (6) sets printed in English.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p>	3	EA	\$ 34,648.00000	\$ 103,944.00

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Name of Offeror or Contractor: CARTER CHEVROLET AGENCY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 BJOA9N31229001 BXXVYQ L BJOA00 3 <u>PROJ CD</u> <u>BRK BLK PT</u> BJOA00 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 3 30-JAN-2004 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (BJOA00) MILITARY ASSISTANCE PROGRAM US EMBASSY ROYAL MAINTENANCE CORPS JORDANIAN ARMY AMMAN UNIT 70207 APO AE 09892-0207 MARK FOR: MILITARY ASSISTANCE PROGRAM US EMBASSY ROYAL MAINTENANCE CORPS JORDANIAN ARMY AMMAN UNIT 70207 APO AE 09892-0207 ****PRICE INCLUDES TRANSPORT COST FOR LOADING BRACING, BLOCKING, HANDLING ETC. TO GET READY FOR TRANSPORT BY CONTAINERIZATION.**** THE GOVERNMENT WILL ACTUALLY SHIP. (End of narrative F001)				
0002	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: SPARES SECURITY CLASS: Unclassified				
0002AA	<u>PRODUCTION QUANTITY</u> NOUN: SUBURBAN SPARES PRON: J537H483EH PRON AMD: 02 ACRN: AB AMS CD: VYQ002 CUSTOMER ORDER NO: J53VYQ02EHJO FMS CASE IDENTIFIER: JO-B-VYQ One (1) SET CONCURRENT Spare Parts in support of the three (3) SURBURBAN vehicles for CLIN 0001AA. ***SEE ATTACHMENT 1 FOR LIST OF SPARES INCLUDED IN UNIT PRICE*** (BASED ON ONE YEAR PERIOD) (End of narrative B001)	1	LT	\$ 5,645.00000	\$ 5,645.00

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Name of Offeror or Contractor: CARTER CHEVROLET AGENCY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>THE SPARE PARTS IN THIS CLIN, 0002AA, ARE FOR THE SUBURBANS IN CLIN 0001AA. ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95.</p> <p>ONE YEAR OF SPARE PARTS</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 BJOA9N31229002A BXXVYQ L BJOA00 3 PROJ_CD BRK BLK PT BJOA00 DEL_REL_CD QUANTITY DEL DATE 001 1 30-JAN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (BJOA00) MILITARY ASSISTANCE PROGRAM US EMBASSY ROYAL MAINTENANCE CORPS JORDANIAN ARMY AMMAN UNIT 70207 APO AE 09892-0207</p> <p>MARK FOR: MILITARY ASSISTANCE PROGRAM US EMBASSY ROYAL MAINTENANCE CORPS JORDANIAN ARMY AMMAN UNIT 70207 APO AE 09892-0207</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

1. PURCHASE DESCRIPTION, PRESERVATION & PACKAGING, INSPECTION & RUN-IN TEST.

1.1 The Four (4) Wheel Drive Suburban shall be provided with the following equipment for CLIN 0001AA:

TRUCK MODEL: 4-WHEEL DRIVE SURBURBAN
 BODY STYLE: CK25906 3/4 TON
 ENGINE: GASOLINE V-8
 PAINT COLOR: BLACK - WITH DARK TINTED WINDOWS EXCEPT DRIVER AND FRONT PASSENGER
 TRANSMISSION: Automatic
 STEERING: POWER STEERING
 BRAKES: POWER BRAKES
 TIRES: ALL-Terrain/On-Off Road Tires

OPTIONS INCLUDED:

AIR CONDITIONING
 FRONT BUCKET SEATS
 AM/FM RADIO WITH CASSETTE
 SKID PLATES
 ASSIST STEPS
 3RD ROW SEAT

**DARK TINTED WINDOWS EXCEPT DRINVER AND FRONT PASSENGER

WEIGHT: 6095 lbs.
 DIMENSIONS: Legnth 219.3 inches - Width 79.8 inches - 76-5 inches

 GROUND CLEARANCE: front 8.4 rear 7.10
 WHEEL BASE: 130.0
 COUNTRY OF ORIGIN: USA

SERVICE& PARTS MANUALS: HARD COPY FORMAT, TWO (2) sets of parts and Service Manuals
 for the 4 Wheeled Surburbans will be provided for each
 vehicle for a total of six (6) sets printed in English.

ALL MANUALS WILL BE PROVIDED WITH THE SHIPMENT OF THE VEHICLES.

1.2 Preservation & Packaging. The vehicles shall be preserved, packaged and packed in transportation sufficient to ensure safe arrival at destination by the contractor. This vehicle is in accordance with the best commercial export practice for sea - not authorized for above-deck shipment.

1.3 Inspection & Run-In Test. At the inspection and acceptance location the contractor shall conduct an inspection and run-in test of each 4 Wheel Drive Surburban vehicle. A Government representative shall witness both the inspection and run-in test of the Surburban vehicles. This effort shall be in addition to regular production quality control procedures that are implemented during the production cycle. The inspection portion shall be conducted to assure all equipment meets contract requirements and is not damaged. The run-in test shall be conducted after the inspection is completed, and during the run-in test the vehicle shall be operated for a 1/2 hour time cycle. All vehicle functions, gear ranges and attachments shall be exercised at operating temperatures. Upon completion of the run-in test the vehicle(s) shall be delivered with all fluid levels filled to maximum capacity (e.g. engine & hydraulic oil, coolant, electrolyte, etc.) prior to final acceptance with the exception that fuel will not exceed 5 liters per vehicle. In addition, all discrepancies surfaced during the test and evaluations: leakage of fuel, lubricants, coolant, brake fluid or hydraulic fluids; damage;

Name of Offeror or Contractor: CARTER CHEVROLET AGENCY, INC.

contractual requirements shortcomings etc. shall be cause for rejection. All discrepancies shall be corrected prior to final acceptance, and the contractor shall be responsible for refurbishing the vehicle(s) after testing.

1.3.1 At least 20 days prior to commencement of the Inspection and Run-in Test, the contractor shall notify the Procuring Contracting Officer (PCO) [AMSTA-AQ-AHED, Lola Gage] through the Administrative Contracting Officer (ACO), in writing, of the impending evaluations.

1.4 TECHNICAL MANUALS: The contractor shall provide one set of commercial operators manuals for each of the 4 Wheel Drive Suburban vehicles being procured. In addition, the contractor will be providing six (6) sets of Parts and Service Manuals in English. The manuals must be in English language for the Operator and for all scheduled maintenance instructions to maintain the vehicle under normal operating conditions. The Maintenance instructions must be the manufacturers recommended maintenance table for this vehicle.

1.5 A DD Form 250 (Material Inspection and Receiving Report) is required for all sets of technical manuals, The technical manuals must be clearly marked, and have the required DD Form 250 attached. The DD Form 250 shall separately list each manual by name and number. The packaging and outside container for each set of manuals shall be marked as follows:
TECHNICAL MANUALS: Contract Number, Contract Line Item Number (CLIN), and the FMS Case Designator: JO-B-VYQ. Packaging shall be the contractor's best commercial export adequate to assure delivery without any damage or loss. The technical manuals shall be overpacked with the 4 Wheel Drive Suburban vehicles. The web address for obtaining DD250 forms is as follows:

dd250@tacom.army.mil

1.5.1 The manuals delivered under the contract shall be identical to the manuals approved by the Government prior to contract award.

1.5.2 The Government shall not accept the 4 Wheel Drive Suburban vehicles under this contract without the manuals that support the equipment and are required by this contract.

1.6 SPARE PARTS

1.6.1 The Government reserves the right to acquire either in sets, or individually in any quantity, the recommended spare parts. The price for a complete set of parts shall be listed in Section B under CLIN 0002AA.

1.6.2 Spare parts acquired will be shipped with the 4 Wheel Drive Suburban vehicles. All spare parts will be marked with a part number. The spare part packaging shall contain a separate spare part list that identifies the item number, item name, part number, quantity and OEM's CAGE for the specific part. An example of the proposed spare parts listing is shown below.

Item Number	Item Name	Part Number	Qty	OEM CAGE
1	Filter	123456	1	19207

1.6.3 Spare parts shall be shipped in commercial boxes and packaged in sealed waterproof bays and overpacked in the vehicles. Contractor will package the spare parts according to standard commercial overseas packaging. The outside of the shipping box or container shall be marked as follows: SPARE PARTS, Contract Number, Contract Line Item Number (CLIN), and the FMS case designator JO-B-VYQ.

1.6 WARRANTY IN JORDAN 3 years 36,000 Miles.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG				JOB ORDER	ACCOUNTING	OBLIGATED
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION		NUMBER	STATION	AMOUNT
0001AA	J537H478EH	AA	2	9711 X8242J001X6D1000VYQ 001252GJOS20113		3ATJJZ	W56HZV \$	103,944.00
	VYQ001							
	J53VYQ01EHJO							
0002AA	J537H483EH	AB	2	9711 X8242J001X6D1000VYQ 002252GJOS20113		3ATJJY	W56HZV \$	5,645.00
	VYQ002							
	J53VYQ02EHJO							
							TOTAL \$	109,589.00
SERVICE						ACCOUNTING		OBLIGATED
NAME		TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		STATION		AMOUNT
Army		AA		9711 X8242J001X6D1000VYQ 001252GJOS20113		W56HZV	\$	103,944.00
Army		AB		9711 X8242J001X6D1000VYQ 002252GJOS20113		W56HZV	\$	5,645.00
							TOTAL \$	109,589.00

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
2	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of _JORDAN_,contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
2	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
3	52.247-29	F.O.B. ORIGIN	JUN/1988
4	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
5	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
6	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2003

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246)
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).
- ☐ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☒ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

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- ____ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 ____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 ____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 ____ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ____ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
 ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 (2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
 (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

- | | | | |
|---|--------------|---|----------|
| 7 | 252.212-7001 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS | JUN/2003 |
|---|--------------|---|----------|
- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
 (X) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- ____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
 ____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

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- _____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- __X__252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- __X__252.225-7012 Preference for Certain Domestic Commodities.
- __X__252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- _____252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2533a).
- X__252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
- _____252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- __X__252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- _____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- _____252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- _____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____
Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- _____252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- _____252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- __X__252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ____ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(____Alternate I)
(____Alternate II)
- __X__252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

8 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995
(TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

Carter Chevrolet Agency Inc.
215 W. Oklahoma Ave.
Okarche, OK 73762

[End of Clause]

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9 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEB/2002

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

(End of Clause)

10 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

- (a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

e)

11 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that

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appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

12 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

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(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

13	52.246-4026	LOCAL ADDRESS FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

14	52.246-4040	INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION	APR/2000
	(TACOM)		

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

15	52.247-4004	MARKING REQUIREMENTS FOR EXPORT SHIPMENT	FEB/1998
	(TACOM)		

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

16	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government Bill(s)/Commercial of Lading or US Postal Services;

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(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

17 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

INSPECTION OF SUPPLIES - SIMPLIFIED NONSTANDARD ACQUISITION PROGRAM (SNAP)

Under this order, the Contractor orders, receives, inspects, and packs items by part number, i.e. Manufacturer's Part Number, Military Part Number/Technical Data Package, or Military Specification. In either case, the Contractor's inspection shall be limited to verification that the part number received is the part number ordered. The Contractor shall keep a record of all information regarding orders, (i.e. but not limited to, award of order, date of order/quantity and with whom placed, date of receipt of order/quantity and from whom, date of inspection and count of the item by contractor, and the date of shipment and how shipped. This record shall be held for one year after this order is terminated.

Notwithstanding the above, the Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this order.

The Government Representative shall determine the type and extent of Government inspection at the time of submission for acceptance, taking into account the criticality of the item presented and the inspection performed by the contractor. All items are to be new unless otherwise specified in the order. At a minimum, inspection of supplies offered for acceptance under this agreement shall consist of an examination by the Government to determine that the items:

- (i) conform with the purchase description as to type and kind;
- (ii) are present in the correct quantity;
- (iii) are not damaged;
- (iv) are operable, if operability is readily determinable; and
- (v) are correctly marked and packaged.

The Government Quality Assurance Representative (QAR) shall sign the contractor's prepared Material Inspection and Receiving Report (DD250).

INTERCHANGEABLE/REPLACEMENT ITEMS FOR PART NUMBERS (EXCLUDING COMMUNICATION AND AVIATION PARTS AND SUPPLIES)

Unless approved by the Contracting Officer in advance of award, Original Equipment Manufacture (OEM) must be provided. Substitution, interchangeable, and NON-OEM replacement parts are acceptable provided the item is the same in form, shape, fit, and function as the OEM

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product, it meets the physical characteristics of the original item, (i.e. volts, watts, ect), and the Contracting Officer has approved it in advance of award. The contractor's will identify on their quotes and on the Material Inspection and Receiving Report (DD250) the requested part number and the part number that is being provided. The contractor will be responsible for all items shipped that do not meet the performance characteristics of the requested item and replace the item at no cost to the Government or to the SA customer.

AVIATION PARTS

Aviation parts must be traceable to the OEM and must be FAA certified or conformance to a military specification demonstrated. Aviation items cannot be shipped under a Certificate of Conformance.

WARRANTY

1. When applicable, any warranty received from the Original Equipment Manufacturer (OEM) will be passed on to the user (country). The contractor shall include the warranty documents with the item required. A copy of the warranty shall also be furnished to the Contracting Officer and maintained in the purchase order file. See Block 5A of this order for address of the Contracting Office.
2. When requested, the contractor shall facilitate the Government & SA customer to insure that any warranty provisions are satisfied.

EXPORT LICENSE AND CUSTOMS CLEARANCE GUIDANCE FOR FMS CUSTOMERS

50302 U.S. DOD SPONSORED SHIPMENTS OF FMS MATERIAL

A. U.S./DOD Exemption from Export Licensing. Under certain conditions, no license is required for the export of defense articles or defense services made by an agency of the USG. When DOD sponsored FMS material is shipped through the DTS or GBLs or other transportation documents, or by DOD-owned, controlled, or arranged transportation, with the destination country, the DOD is exempt from the requirement for an Export License and the completion of the Shipper's Export Declaration. Under no circumstances will these exemptions be extended to shipments made by a foreign government.

B. Annotation of Transportation Documents. When DOD retains custody of the shipment and transportation responsibility until arrival of the shipment at the overseas port of discharge of the destination country, under the conditions defined above, and when movement is offered under Delivery Term Code 6 , 7 , and 9 all GBLs and other transportation documents issued to cover movement of such shipments will be annotated (APPLICABLE MILITARY DEPARTMENT)

SPONSORED FOREIGN MILITARY SALES SHIPMENT-- NO EXPORT DECLARATION OR LICENSE REQUIRED 22 cfr 126-4(A) APPLICABLE . The signature of the issuing officer of the GBL/Document will serve as a certification of this statement. NOTE: Under no circumstances will this annotation be made on GBL(s) or other transportation documents for FMS shipments made through or by a forwarding agent or by any representative of a foreign country.

C. Reporting of FMS Export Shipments. All U.S./DOD sponsored shipments of FMS export material moving overseas within the DTS or under U.S./DOD auspices and control, identified by Delivery Term Codes 6 , 7 , and 9 will be reported monthly by MTMC to the Foreign Trade Report to satisfy the export date requirements of the U.S. Department of Commerce.

50303 SHIPMENTS OF UNCLASSIFIED FMS PURCHASED MATERIAL THROUGH COUNTRY REPRESENTATIVE OR FREIGHT FORWARDERS.

A. Policy. The Department of State has established policy and procedures in the ITAR, Section 126.6, relative to the permanent export of unclassified defense articles purchased on a government to government basis under the FMS program. This section of the ITAR provides for Form DSP-94 (Table 503-1) to be used instead of an export license for shipments through commercial channels of unclassified defense articles sold under the FMS program.

B. Country/freight Forwarder Requirements. To make use of DSP-94, freight, forwarders must be registered with the Office of Munitions Control (OMC), file a letter with OMC from the foreign embassy or government appointing them as forwarding agents for that government's shipments, and file a statement with the OMC assuming full responsibility for compliance with the ITAR.

C. Procedures are in Section 126.6 of the ITAR.

50304 FMS CUSTOMER RESPONSIBILITY.

A. General. Upon execution of an LOA, the foreign country authorized representative must file necessary documentation with the Department of State to permit legal export of FMS material from the U.S. by the country freight forwarder.

B. Export Customs Clearance. It is the foreign country's responsibility to obtain export customs clearance for all FMS material exported from the U.S. except when it is moved under USG auspices.

EVALUATION CRITERIA FOR SIMPLIFIED NONSTANDARD ITEM ACQUISITION REQUISITIONS (SNAP)

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(a) Unless otherwise specified, award will be made to that offeror who has submitted the lowest price quotation.

(b) In making awards against urgent-requisitions, the Government reserves the right to select as the best value that quotation containing the best delivery terms, provided that (i) such terms are significantly superior to those contained in other quotations, and (ii) any price premium that may be charged for the superior delivery is considered to be reasonable. In any event that delivery terms will be considered as part of the evaluation, the contractor will be notified per the request for quotations.

Maintenance of Shipping Documentation

All contractors participating in the Simplified Nonstandard Acquisition Program (SNAP) must maintain shipping documentation for two years from the date of shipment. All documentation should include the 14 digit document number and be clear and easy to read. The required documentation would include items such as Material Inspection and Receiving Report (DD250), Government Bill of Lading (GBL) and private company shipping records.

*** END OF NARRATIVE I 001 ***

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	SPARE PARTS LIST		001	FAX
Attachment 002	WARRANTY		032	